



January 31, 2019

Via Certified Mail, Return Receipt Requested

ACET Global, LLC  
Attn: David J. Hook  
5700 Granite Parkway, Suite 435  
Plano, Texas 75024

Re: Notice of Disposition and Sale of Collateral: Business Loan and Security Agreement dated as of July 20, 2017 (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"), by and among ACET Global, LLC, a Texas limited liability company ("Borrower" or "Debtor") and Super G Capital, LLC, a Delaware limited liability company ("Lender" or "Secured Party")

Dear Borrower:

Events of Default have occurred and are continuing with respect to the obligations owed by the Debtor to the Secured Party under the Loan Agreement. As such, pursuant to sections 9.609(a) and 9.609(b) of the Texas Business and Commerce Code (the "Code"), Borrower must immediately surrender to Lender possession of the collateral described in the attached Exhibit A (collectively, the "Collateral"). Pursuant to section 9.609(c) of the Code, the Lender will take possession of the Collateral at the premises located at 5700 Granite Parkway, Suite 435, Plano, Texas 75024, or wherever the Collateral may be located.

Pursuant to section 9.610 and 9.611 of the Code, the Collateral will be disposed of in a commercially reasonable manner by private sale on or after the 11th day after the date of this letter. The Secured Party reserves the right to sell the Collateral in a single lot or in multiple lots, by way of one or more contracts, and on such terms and conditions as are agreed upon between the Secured Party and any purchaser of the Collateral. The Secured Party reserves the right to add to, withdraw, or otherwise modify or amend in any respect whatsoever all or any portion of the Collateral listed in Exhibit A as being subject to the sale, for any reason whatsoever. The Secured Party is not purporting to sell any interest in any asset that is (i) not owned by Borrower or (ii) not subject to a security interest in favor of Secured Party.

You are entitled to an accounting of the unpaid indebtedness secured by the Collateral that we intend to sell. You may request an accounting by contacting Steven R. Bellah at (214) 383-8100.

THE COLLATERAL WILL BE SOLD ON AN "AS-IS, WHERE-IS" BASIS, WITHOUT RE COURSE, REPRESENTATION, OR WARRANTY (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO TITLE, POSSESSION AND/OR QUIET ENJOYMENT), WHETHER

Super G Capital, LLC

23 Corporate Plaza, Suite 100

Newport Beach, CA 92660



EXPRESS OR IMPLIED, OF ANY KIND, EXCEPT AS THE SECURED PARTY MAY OTHERWISE AGREE WITH THE BUYER.

Except to the extent that such right is waived, the Debtor, any secondary obligor, or any other secured party or lienholder has the right to redeem the Collateral at any time before the Secured Party has disposed of the Collateral or entered into a contract for its disposition by tendering payment of all indebtedness secured by the Collateral as well as any expenses reasonably incurred by the Secured Party in retaking, holding, and preparing the Collateral for disposition, in arranging for the sale, and, to the extent provided in the Loan Agreement and not prohibited by law, the Secured Party's reasonable attorneys' fees and legal expenses. If the proceeds of the sale are less than the amount owed to Secured Party, the Secured Party will seek to recover such amount from the Debtor and/or any secondary obligors in accordance with applicable law.

By selling and purchasing the Collateral pursuant to the private sale referenced herein, neither the Secured Party nor any purchaser of the Collateral shall assume any liability or obligation whatsoever regarding any debts, expenses, or liabilities of the Debtor or any other person or entity, and all such debts, expenses and liabilities shall not be assumed or deemed to be assumed by the Secured Party or any purchaser. Neither the Secured Party nor any purchaser shall be, or shall be deemed to be, a "successor" of or to any Debtor any other person or entity for any purpose.

The private sale referenced herein is not intended to be, nor shall it be deemed to be, a "strict foreclosure" or "acceptance of collateral in full or partial satisfaction of obligation" as set forth in Section 9.620 of the UCC. The Secured Party reserves all of its rights and remedies, of any and every type or nature whatsoever, against the Debtor and all other persons and entities for any and all deficiencies under any obligations remaining due to the Secured Party after the sale.

Sincerely,

SUPER G CAPITAL, LLC



By: Marc Cole, Its CFO

cc: Julie A. Smith  
Hallett & Perrin, P.C.  
1445 Ross Ave., Suite 2400  
Dallas, TX 75202

Baymark ACET Holdco, LLC  
Attn: David J. Hook  
5700 Granite Parkway, Suite 435  
Plano, Texas 75024

Raymond Leasing Corporation  
Corporate Headquarters  
P.O. Box 130  
Greene, NY 13778

Tomer Damti  
2917 Chalfont Lane  
Plano, TX 75023

**EXHIBIT A**

"Collateral" means:

- (a) the Inventory described in Exhibit 1 hereto;
- (b) the Equipment, furniture, fixtures, furnishings, machinery, computer hardware and software, materials, vehicles, tools, dies, molds and other items of tangible personal property described in Exhibit 2 hereto;
- (c) the intellectual property described in Exhibit 3 hereto;
- (d) the Debtor's rights and remedies (but not its obligations) under that certain Asset Purchase Agreement by and among ACET Global, LLC, ACET Venture Partners LLC, and Tomer Damti dated as of July 20, 2017;
- (e) all of Debtor's Accounts remaining unpaid as of 5:00 p.m. CDT on the 11th day after the date of this letter;
- (f) prepaid expenses, credits and advance payments, claims, refunds, rights of setoff and rights of recoupment;
- (g) all notes and accounts receivable of Debtor arising from the conduct of the Debtor's business after the 11th day after the date of this letter, including all trade receivables and other rights to payment from customers, and the full benefit of all security for such accounts or rights to payment;
- (h) all books, records, files, studies, manuals, reports and other materials (in any form or medium) related to the Seller's business, including all advertising materials, catalogues, price lists, mailing lists, distribution lists, client and customer lists, referral sources, supplier and vendor lists, purchase orders, sales and purchase invoices, correspondence, production data, sales and promotional materials and records, purchasing materials and records, research and development files, records, intellectual property disclosures, manufacturing and quality control records and procedures, service and warranty records, equipment logs, operating guides and manuals, drawings, product specifications, engineering specifications, blueprints, financial and accounting records, litigation files, personnel and employee benefits records related to employees of Debtor engaged in the business to the extent transferable under applicable law, and copies of all other personnel records to the extent the Debtor are legally permitted to provide copies of such records to the Secured Party; in each case, to the extent relating to the Debtor's business;
- (i) all consents, licenses, franchises, permits, exemptions, clearances or registrations issued, granted, given or otherwise made available by or under the authority of any governmental authority or pursuant to any law and all pending applications therefore or renewals thereof, in each case relating to the Debtor's business and to the extent transferable to the Secured Party; and
- (j) all rights and interests under all certificates for insurance, binders for insurance policies, and insurance under which the Debtor, the Debtor's business, or any

of the foregoing assets is or has been insured, to the extent such rights or interests arise from or relate to any of the foregoing assets.

EXHIBIT 1

## INVENTORY

		10734 (Romantic Mystery Necklace)	1
		30219 (Tear of A Fairy Bracelet)	21
		A-0927Black (Wood Spinner Black)	137
		A-0927Blue (Wood Spinner Blue)	115
		A-0927White (Wood Spinner White)	197
		A-0927Yellow (Wood Spinner Yellow)	246
		A-1179 (Vehicle Windshield Protector with Double Waterproof Coat and Magnetic Clips)	0
		A-139Double L (Double O Swim Suit - L)	1
		A-139Eye S (Eye See Curves Swlm Suit - S)	6
		A-139Polka S (Polka Dot Swim Sult - S)	4
		A-139Sassy L (Sassy Classy Swim Suit - L)	1
		A-139Sassy M (Sassy Classy Swim Suit-M)	9
		A-139Sassy S (Sassy Classy Swim Sult - S)	6
		A-1622BLK (Anti-radiation tempered glass screen protector- Black)	1
		A-1622WHT (Anti-radiation tempered glass screen protector- White)	9
		A-1988Blue (Bat Wing Spinner Blue)	6
		A-1988Green (Bat Wing Spinner Green)	199
		A-1988Yellow (Bat Wing Splnner Yellow)	64
		A-20162Orange-N (Waist Belt )	8
		A-3168 red (Bunny coin wristlet purse)	3
		A-3168 tan (Bunny coin wristlet purse)	1
		A-3188Bunny (Memo Holder)	21
		A-3220 BLACK (LED LIGHTED CELL PHONE CASE)	188
		A-3220 WHITE (LED LIGHTED CELL PHONE CASE)	139
		A-4991Black-6P (Self Mounting Case- BLACK 6P)	34
		A-4991White-6P (Self Mounting Case- WHITE 6P)	37
		A-5 (Water Bag- for drinking backpack)	15
		A-5000 GREEN (Water bag for drinking backpack)	1
		A-5157Black (LED Fidget Spinner Black)	1
		A-5157Yellow (LED Fidget Spinner Yellow)	2
		A-5252- BLU (Wrist Wallet)	1
		A-5252- RED (Wrist Wallet)	8
		A-6152 black (vIntage bag)	6
		A-6211GRN (Bluetooth LED spinner)	3
		A-6211PNK (Bluetooth LED spinner)	29
		A-6211WHT (Bluetooth LED spinner)	16
		A-6464RED/BURGUN (CRUSHED VELVET HEADBAND- RED)	5
		A-7001Black (Wine Pump)	1

A-7001White (Wine Pump)	134
A-727 (Universal Magnetic Car Air Vent Smartphone Holder)	17
A-835 (FishEye Lens)	599
A-8911-GRN (Smart water cup- Green)	10
A-8911-ORG (Smart water cup- Orange)	18
A-9141 Blue Plaid (PLAID TARTAN SCARVES)	9
A-9906 (Racer Car Mount A-9906)	41
ACE-3000Pink (Smart Touch Screen Winter Stretch Gloves for Smart Phones & Tablets...)	30
ACE-3000White (Smart Touch Screen Winter Stretch Gloves for Smart Phones & Tablet...)	11
ACE-3000Yellow (Smart Touch Screen Winter Stretch Gloves for Smart Phones & Table...)	61
Aroma-L (AROMA SENSE AROMA THERAPY CUSTOM SHOWER HEAD-LARGE)	1
AROMA-S (AROMA SENSE AROMA THERAPY CUSTOM SHOWER HEAD-SMALL)	6
B-014S (Purse Organize Small - Lt. Blue)	8
B-1074Black (New Hair Straightener Black)	19
B-1074Pink (New Hair Straightener Pink)	4
B-1747 (PROFESSIONAL 10 PCS SOFT OVAL TOOTHBRUSH MAKEUP BRUSH SET CREAM)	1
B-1747G (Makeup Brush Gold)	43
B-2 (IPhone 5 Arm Band)	183
B-20 (Nail Tools- kit)	243
B-2418 (24K gold facial mask)	24
B-2929 (Body & Clothing Double Sided Tape)	2
B-3511MULTI (DAY AND NIGHT 40 COLOR EYE SHADOW PALETTE)	64
B-3511NETURAL (DAY AND NIGHT 40 COLOR EYE SHADOW PALETTE)	62
B-3995 (Makeup Brushes Beauty bag)	1,017
B-3999 (Makeup Brushes - New - 12 Pcs)	5
B-4267 (Black Mask)	4
B-4400Silver (Mirror Power Bank Silver)	1
B-50 (Thick Nail File)	744
B-510 (Black Peel Off Mask)	4
B-515 (Hair Treatment for Over Chemical Damanged)	249
B-516 (Hair Treatment for Over Heating Tools Damaged)	249
B-517 (Hair Treatment for Over Sunblock Damaged)	248
B-5BLK-M (Black silk Robe- size: M)	2
B-5GLD-M (Golden silk Robe: size: M)	3
B-5RED-M (Red silk Robe- size: M)	7
B-6294 (PROFESSIONAL MAKEUP BRUSH CLEANER)	20
B-651WHT (Premium Hair Straightener Brush - Assorted Colors-WHITE)	21
B-8419Blue (Silicone Cleanser)	5
B-8419Pink (Silicone Cleanser)	2
Colorblock BBG (I Phone 6 Case - Colorblock. BBG)	32
Colorblock BGO (I Phone 6 Case - Colorblock BGO)	50

	Colorblock OOG (I Phone 6 Case - Colorblock OOG)	56
	Colorblock RYP (I Phone 6 Case - Colorblock RYP)	35
	Colorblock WBR (I Phone 6 Case - Colorblock WBR)	54
	E-095PURPLE (2-Way Headphone Splitter-Purple)	2
	E-1058YLO (WATERPROOF HANGING SPEAKERS- YELLOW)	5
	E-1088 dice (3D light with remote)	11
	E-1088 lotus (3D light with remote)	0
	E-11149WHT (BLUETOOTH RETRACTABLE HEADSET)	23
	E-121 7 (TEMPERED GLASS SMARTPHONE SCREEN PROTECTOR -IPHONE 7)	19
	E-121 X (Iphone X screen protector)	2
	E-1216 (Tempered Glass Screen Protector)	371
	E-1216P (Tempered Screen Protector -6P)	368
	E-1217P (TEMPERED GLASS SMARTPHONE SCREEN PROTECTOR - IPHONE 7 PLUS)	40
	E-121N3 (Tempered Screen Protector - N3)	76
	E-1910 (Water Powered Alarm Clock with Indoor Temperature & Humidity)	1
	E-1982Charcoal (WearSafe Charcoal)	1
E	E-2221 (VR Box)	2,348
	E-2399BLU (Earbuds Headsets- blue)	12
	E-2981YELLOW (Mini Portable USB Rechargeable Battery Clip Fan- YELLOW)	17
	E-3333black (KOOLULU PORTABLE POWER BANK)	21
	E-3333Whlte (KOOLULU PORTABLE POWER BANK)	2
	E-5517Black (Magnetic Ear Bud)	0
	E-5652 (3D VR Viewer)	0
	E-605Blue (Bluetooth Smart Watch w/ Silicone Strap-Blue)	0
	E-605Orange (Bluetooth Smart Watch w/ Silicone Strap-Orange)	0
	E-605Pink (Bluetooth Smart Watch w/ Silicone Strap-Pink)	0
	E-8008 (LAPEL MICROPHONE)	101
	E-8251BLU (3 PORT USB CHARGER- BLUE)	0
	E-8251GLD (3 PORT USB CHARGER- GOLD)	0
	E-8251GRN (3 PORT USB CHARGER- GREEN)	20
	E-8251SLV (3 PORT USB CHARGER- SILVER)	0
	E-8477 (PORTABLE JUMPSTARTER)	0
	Fruit bowl- Cantaloup (Fruit bowl- Cantaloup)	42
	Fruit bowl- Lemon (Fruit bowl- Lemon)	30
	Fruit bowl- ORG (Fruit bowl- ORANGE)	34
	Fruit bowl- Watermalon (Fruit bowl- Watermelon)	29
	G-1991Black (Fidget Spinner Black)	465
	G-1991Green (Fidget Spinner Green)	260
	G-1991Red (Fidget Spinner Red)	348
	G-1991White (Fidget Spinner White)	805
	G-20Blue (Happy Man Cell Phone-Blue)	0

	G-20Yellow (Happy Man Cell Phone Holder-Yellow)	0
	G-31Black (Monopod for smartphone or camera holder - Black)	8
	G-31Blue (Monopod for smartphone or camera holder - Blue)	1
	G-55 (High Voltage Universal Adaptor ....)	14
	G-63Black (IPocket Card Holder Case for Iphone 6-Black)	154
	G-63Gold (IPocket Card Holder Case for iPhone6-Gold)	288
	G-63Plus Blk (IPocket Card Holder Case for iPhone6-Black)	77
	G-63Plus Gold (IPocket Card Holder Case for iPhone6-Gold)	23
	G-63Plus Pink (IPocket Card Holder Case for Iphone6-Pink)	54
	G-63Plus Red (IPocket Card Holder Case for iPhone6-Red)	129
	G-63Plus White (IPocket Card Holder Case for iPhone6-White)	123
	G-63Red (IPocket Card Holder Case for IPhone6-Red)	268
	G-63White (Ipocket Card Holder Case for Iphone 6-White)	123
	Gel-001 (Bumblebee Kisses Soak-off UV&LED)	87
	Gel-011 (Perfect Pink Soak-off UV&LED)	1
	Gel-029 (Lavender Wave Soak-off UV&LED)	43
	Gel-033 (Orchard Eyes Soak-off UV&LED)	100
	Gel-034	1
	Gel-035 (Sailor Sails)	128
	Gel-036 (Tinted Teal Soak-off UV&LED)	15
	Gel-037 (Denim Blue Soak-off UV&LED)	89
	Gel-076 (Fern Leaf Soak-off UV&LED)	87
	Gel-078 (Pistachio Cream Soak-off UV&LED)	15
	Gel-085 (Fushia Power Soak-off UV&LED)	32
	Gel-112 (Strawberry Shortcake Soak-off UV&LED)	1
	Gel-117 (Sweet Girl Soak-off UV&LED)	15
	Gel-120	78
	Gel-155	47
	Gel-158 (Ocean Deep Soak-off UV&LED)	21
	Gel-183 (Golden Snow Soak-off UV&LED)	9
	Gel-207 (Ruby Red Pumps Soak-off UV&LED)	2
	Gelkit-2 (We Scream For Ice-cream Soak-off UV&LED kit: 112, 036 , 081 , 078)	8
	Gelkit-4 (Girls Night Out Soak-off UV&LED kit: , 132 , 035 , 034 , 020)	81
	H-156 Girl.. You look good (Wood Sign 5x5 - Girl.. You look good)	1
	H-156 happy hour (Wood Sign 5x5 - I'll be at happy hour)	39
	H-156 If you sprinkle (Wood Sign 5x10 If you sprinkle when you tinkle...)	13
	H-156 Put on lipstick (Wood Sign 5x5 - Put on lipstick)	12
	H-156 shoe addiction (Wood Sign 5x10 I only work to support my shoe addiction)	31
	H-156 Step aside coffee (Wood Sign 5x5 - Step aside coffee)	37
	H-156 When I said I do (Wood sign 5x10 When I said I do I didn't mean everything)	21
	H-156 wine workout (Wood Sign 5x10 - The wine workout Twist, up down and repeat.)	8

	H-29XS (Dynamic Gel Insoles for men & women 5-6.5)	5
	H-3007 OREO/Silver sky (SEQUIN PILLOW- OREO)	4
	H-3007FISH (SEQUIN PILLOW- FISH TAIL)	1
	H-3007FLAMMIN (SEQUIN PILLOW-FLAMMIN)	2
	H-3717BLK (Smart Scale Black)	1
	H-3717White (Smart Scale White)	0
	H-41Lg (Tens Large Pad Replacements)	256
H	H-4427 (Soy Candle Eucalyptus)	654
H	H-4428 (Soy Candle Orange)	747
	H-5117 (ByeBye Clog)	435
	H-7022 (Gardening gloves)	3
	H-7499PINK-6 (IPHONE 6/6 PLUS SPORT ARMBAND)	3
	H-7499PINK-6P (IPHONE 6/6 PLUS SPORT ARMBAND)	4
	H-7499WHT (Iphone 6 Plus White Armband)	38
	H-7499WHT6 (Iphone 6 White Armband)	3
	HB-2Erosionic (Erosionic Heads set-Blue)	82
	HB-2Erosionic Blk (Erosionic Heads set-Black)	161
	HB-3Erosionic (Erosionic Heads set-Green)	163
	HB10 (Lazy Glasses - Healthcare Prism Bed Specs)	2
	HH-34447BLK (CRISTAL BATHROOM ACCESSORY SET- white)	62
	Inf-Croc (My Bubbly Inflatable Stuffed Animals)	2
	Inf-Gorilla (My Bubbly Inflatable Stuffed Animals)	5
	K-10166 (3 pc Pantry Ware Set)	26
	K-10173 (Chrome Mug Tree K-10173)	71
	Memory Card	136
	O-3229Black (Waterproof Bag Black)	41
	O-3229Blue (Waterproof Bag Blue)	2
	O-3229Green (Waterproof Bag Green)	12
	O-3229Orange (Waterproof Bag Orange)	10
	P-1016 zigzag (Pet tent-zigzag)	11
	P-1021 polka dot (Pet tent- polka dot)	1
	P-1023 strip (Pet tent strip)	6
	P-3221Blue L (LED Dog Collar Large)	4
	P-3221Blue S (LED Dog Collar Small)	3
	P-3221Green L (LED Dog Collar Large)	10
	P-3221Green M (LED Dog Collar Medium)	1
	P-3221Green S (LED Dog Collar Small)	5
	P-3221Pink L (LED Dog Collar Large)	4
	P-3221Pink S (LED Dog Collar Small)	1
	RC-5-HYB-T2-BKMA (Hybrid Armor Case w/ Holster)	42
	RC-IPH5-HYB-T1-BK (RooCase Premium Case for iPhone 5- HYB-T1-BLK)	34

	RC-IPH5-HYB-T1-BKRD (RooCase Premium Case for iPhone® 5-HYB-T1-Red)	3
	RC-IPH5-HYB-T2-BKDB (RooCase Premium Case for iPhone® 5- HYB-T2-Blue)	14
	RC-IPH5C-FUSE-Orange (Roo Case Premium Case for Iphone5 - Fuse-Orange)	45
	RC-IPH5C-FUSE-RD (RooCase Premium Case for iPhone® 5 - FUSE- RED)	33
	RC-IPH5C-PRO-BP-GBK (RooCase Premium Case for iPhone® 5- PRO-BP-BLK)	39
	RC-IPH5C-PRO-BP-MWH (RooCase Premium Case for iPhone® 5 -PRO-BP-White)	39
	RC-IPH5S-HYP-DL-BL (RooCase Premium Case for iPhone® 5- HYP-DL-BLK)	41
	RC-IPH5S-HYP-DL-WH (RooCase Premium Case for iPhone® 5-HYP-DL-White)	44
	S-1188Purple (Purple Fish Tail Blanket)	0
	S-1188RED (FISH TAIL BLANKET-RED)	26
	Smarti-cap-orange	88
	Smarti-cap-pink	128
	Smarti-cap-purple	126
	T-1331Black (Gaming Joystick)	27
	T-1331Blue (Gaming Joystick)	2
	T-1331Red (Gaming Joystick)	6
	UMB-LED (Super-Bright LED Light for Patio Umbrellas)	5
Total Inventory		17,396
<b>TOTAL</b>		<b>17,396</b>

EXHIBIT 2

## EQUIPMENT

Description	Condition	Age
Fulfillment Desktop Computer	POOR	10
Fulfillment Monitor 1	FAIR	10
Fulfillment Laptop	FAIR	10
Fulfillment Monitor 2	FAIR	6
Fulfillment Desk Chair 1	POOR	10
Fulfillment Desk Chair 2	POOR	10
Fulfillment Laser Printer	POOR	10
Small Black Table	POOR	10
Folding Machine	FAIR	5
White Small Shelf	POOR	6
Scale (lg)	GOOD	3
Scale (sm)	FAIR	5
Warehouse Desk 1	POOR	10
Warehouse Desk 2	POOR	10
1 short file cabinet (warehouse)	POOR	10
Cubicle Shelf (warehouse)	FAIR	5
5 sets of shelves (warehouse)	FAIR	5
Sales Desk	FAIR	10
Sales Chair	POOR	10
Sales Desktop Computer	POOR	10
Sales Monitor	FAIR	5
Customer Service Desk	POOR	10
Customer Service Chair	POOR	10
Customer Service Desktop Computer	GOOD	2
Customer Service Monitor	FAIR	5
Accounting Desk	FAIR	10
Accounting Chair	POOR	10
Accounting Desktop Computer	GOOD	1
Accounting Monitor	FAIR	5
3 tall file cabinets (accounting office)	FAIR	10
shelf (accounting office)	FAIR	10
CEO/President Desk	FAIR	10
CEO/President Chair	POOR	10
small round table with 2 chairs	FAIR	10
Conference Table	FAIR	5
6 chairs	POOR	10
Receptionist Desk	POOR	10
2 chairs for foyer	FAIR	5
1 small round glass table for foyer	GOOD	5
2 tall thin glass cabinets for foyer	GOOD	5

Refrigerator	FAIR	10
Water cooler	FAIR	5
small microwave	FAIR	5
Vacuum Cleaner	GOOD	2

**EXHIBIT 3**

**INTELLECTUAL PROPERTY**

1. Seller's client and customer lists, supplier lists, pricing and cost information, sales data, marketing data, and inventory data.
2. Seller's right, title and interest in and to any names, trademarks, service marks, trademarks, trade dress, logos, or goodwill.
3. Seller's right, title and interest in and to trade names and URLs, including the URLs koolulu.com and luluway.com.
4. Seller's computer software and licenses, including but not limited to its QuickBooks, ShipStation, and Microsoft 365 software and licenses.